

GLENN AGRE BERGMAN & FUENTES



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November 2, 2021

**Via ECF**

The Honorable Sean H. Lane  
United States Bankruptcy Judge  
One Bowling Green  
New York 10004-1408

Re: *In re Ninety-Five Madison Company, L.P., Case No. 21-10529 (SHL)*

Dear Judge Lane:

We represent Ninety-Five Madison Company, L.P., the debtor and debtor in possession (the “Debtor”) in the above-referenced Chapter 11 case. We write to respectfully request that the Court enter, at its earliest convenience, an order granting the Debtor’s uncontested *Motion for Authority to Enter Into Insurance Premium Finance Agreement and to Provide Adequate Protection* [Dkt. No. 99] (the “Motion”).

As set forth in the Motion, the Debtor executed a commercial insurance premium financing agreement with FIRST Insurance Funding, a Division of Lake Forest Bank & Trust Company, N.A. (“FIRST” and the “Financing Agreement,” respectively) for the financing of certain policies, subject to the Court’s approval. Under the Financing Agreement, (i) the Debtor must pay to FIRST the Total Financed Amount (as defined in the Motion) in ten monthly installments, and (ii) FIRST is required to pay the relevant premiums to the Debtor’s insurance carriers. A hearing on the Motion (if one is necessary) has been scheduled for November 9, 2021, at 10:00 a.m. Responses or objections to the Motion were required to be filed and served by November 2, 2021, at 10:00 a.m. (the “Objection Deadline”). No objections to the Motion were filed by the Objection Deadline, and the Debtor has received no informal comments from any party concerning the Motion.

Prompt entry of an order granting the Motion is necessary and warranted under the circumstances. The Debtor has received a purported Notice of Cancellation of Insurance from one of the Debtor’s insurance carriers, Landmark American Insurance Company (“Landmark”), due to the non-payment of a premium owed to it by the Debtor, setting the date of cancellation for November 9, 2021. A representative for FIRST has informed the

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Debtor that if the Debtor does not make the required payment to FIRST under the Financing Agreement by November 3, 2021, then FIRST will not have sufficient time to pay the relevant premium to Landmark and Landmark, in turn, will be unable to process the payment and rescind the Notice of Cancellation of Insurance before the scheduled cancellation of the policy.

In light of the foregoing, the Debtor respectfully requests that the Court accept this letter as a certificate of no objection with respect to the Motion (notwithstanding Local Rule 9075-2, which provides that a certificate of no objection may be filed forty-eight hours after expiration of the relevant objection deadline) and enter, at the Court's earliest convenience, an order granting the Motion.

We are available to address this matter at the Court's convenience.

Respectfully submitted,



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Andrew K. Glenn

cc: All Counsel of Record (via ECF)  
Ms. Megan L. Tacopina (FIRST Insurance Funding)  
Ms. Cynthia Knapp (NFP)  
Mr. Michael Sklar  
Ms. Sharan Sklar  
Ms. Rita Sklar